

SECTION I

CONTRACT CLAUSES

Section I of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

I.17 52.215-2 AUDIT AND RECORDS—NEGOTIATION (MAR 2009)..... 1

I.159 CLAUSES INCORPORATED BY REFERENCE 1

I.160 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)..... 3

I.161 CLAUSES WITH FILL-IN INFORMATION FROM THE BASIC ID/IQ.....3

The following clause has been replaced in its entirety:

I.17 52.215-2 AUDIT AND RECORDS—NEGOTIATION (MAR 2009)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General or Inspector General.
 - (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—
 - (i) Examine any of the contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and
 - (ii) Interview any officer or employee regarding such transactions.
 - (2) This paragraph may not be construed to require the contractor or subcontractor to create or maintain any record that the contractor or

subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) *Reports.* If the contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The effectiveness of the contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) *Availability.* The contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
 - (1) If this contract is completely or partially terminated, the contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) (1) Except as provided in paragraph (g)(2) of this clause, the contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the government prime contract.
- (2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

I.159 CLAUSES INCORPORATED BY REFERENCE

This Task Order incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Designated Contracting Officer will make the full text available.

- I-1a. 52.203-14 Display Of Hotline Poster(s) (April 2008)
- I-1b. 52.222-22 Previous Contracts And Compliance Reports (Feb 1999)
- I-1c. 52.222-25 Affirmative Action Compliance (April 1984)
- I-1d. 52.222-26 Equal Opportunity (Mar 2007)
- I-1e. 52.222-39 Notification Of Employee Rights Concerning Payment Of Union Dues or Fees (Dec 2004)

- I-1f. 52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement (Dec 2007)
- I-1g. 52.230-6 Administration Of Cost Accounting Standards (Mar 2008)
- I-1h. 52.230-7 Proposal Disclosure - Cost Accounting Practice Changes (April 2005)
- I-1i. 52.234-4 Earned Value Management System (July 2006)
- I-1j. 52.242-15 Stop-Work Order (Aug 1989)
- I-1k. 52.248-1 Value Engineering (Feb 2000)
- I-1l. 952.204-2 Security Requirements (June 2009)

I.160 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

I.161 CLAUSES WITH FILL-IN INFORMATION FROM THE BASIC ID/IQ

- (a) I.57 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

Description	Category	Rate
Laborers (General/Maintenance)	WG 2	\$12.45
Security Officer	GS 5	\$15.00
Truck Driver	WG 7	\$19.65
Heavy Equipment Operators	WG 8	\$21.09
Mechanic	WG 10	\$23.96
Health and Safety Personnel	GS 5	\$15.00
Field Technician (Hand held sampling)	GS 5	\$15.00
Radiological Control Personnel	GS 5	\$15.00

- (b) I.58 FAR 52.222-49 Service Contract Act-Place of Performance Unknown (MAY 1989)

Place of performance is Moab and Crescent Junction, UT.